October 14, 1970

Mario & DiBono Plastering Co., Inc.
370 Northern Boulevard
Great Neck, New York 11021

Attention: Mr. Louis DiBono

Re: The World Trade Center - Contract WTC-113.00 - Spray-On Fireproofing - Tower B - Fifth Supplemental Agreement

889-15

Gentlemen:

The Port of New York Authority hereby accepts your proposal dated September 17, 1970 on the Fifth Supplemental Agreement to the captioned Contract, subject to your confirming the following:

1. The Agreement consists of the Contract Booklet covering the Fifth Supplemental Agreement to Contract WTC-113.00, all documents specifically referred to in the above Contract Booklet for the Fifth Supplemental Agreement including the papers required to be submitted with the proposal dated September 17, 1970 and this letter of acceptance which shall control over any of the foregoing. The Agreement as so defined shall constitute the complete and exclusive statement of the terms of the agreement between the parties, and the Agreement may not be explained or supplemented by course of dealing, usage of trade or course of performance. All other correspondence and communications of any form or nature whatsoever regarding said Agreement not specifically mentioned in the definition of Agreement above are unconditionally withdrawn and shall be regarded as never transmitted.

2. On page 9, in the clause entitled "General Agreement", delete in its entirety the first sentence of the first paragraph of subclause A and substitute in lieu thereof the following:

PLAINTIFF'S EXHIBIT PX-625

"The Contractor agrees to sell and the Authority agrees to purchase the permanent materials necessary or proper for or incidental to the installation of spray-on fireproofing to all the Telco trusses located in the 10th, 11th and 12th floor ceilings of Tower B of The World Trade Center". 8&9-15

3. On page 10, in the clause entitled "General Agreements", delete in its entirety the first sentence of the first paragraph of subclause B and substitute in lieu thereof the following:

"The Contractor agrees to install the spray-on fireproofing to all the Telco trusses located in the 10th, 11th and 12th floor ceilings of Tower B of The World Trade Center".

4. On page 26, in the third line of clause 10 entitled "Time for Commencement of Work" delete "Tower A" and substitute "Tower B" in lieu thereof.

5. On page 56, in the clause entitled "Construction Required by the Specifications", delete in its entirety the first paragraph on the page and substitute in lieu thereof the following:

"These Specifications relate generally to applying spray-on fireproofing to all the Telco trusses located in the 10th, 11th and 12th floor ceilings of Tower B of The World Trade Center".

6. On page 56, in the clause entitled "Construction Required by the Specifications", delete in its entirety Item A.1 and substitute in lieu thereof the following:

"The Contractor shall furnish and apply spray-on fireproofing to all the Telco trusses located in the 10th, 11th and 12th floor ceilings of Tower B".

7. On page 58, at the end of the paragraph entitled "B. Certain Items Excluded" add the following new item:

"d) Spray-on fireproofing of the standard trusses required to be fabricated by the fabricated steel contractor under Contract WTC-221.00 and previously specified in Contract WTC-113.00 to be located in the 10th, 11th and 12th floor ceilings of Tower B".

8. On page 68, delete Contract Drawings A-B-39, A-B-41 and A-B-43 from the listing of Contract Drawings and substitute the following new Contract Drawing in lieu thereof: 889-15

"A-B-44 13th to 16th Floor Plan 9/29/69"

9. On page 87, delete Drawing No. A-B-44 from the listing of Architectural Available Documents and add the following Drawings in lieu thereof:

"A-B-39	10th Floor Core Plan	5/22/70
A-B-41	11th Floor Core Plan	5/22/70
A-B-43	12th Floor Core Plan (dated 8/12/69)	- "

10. On page 134, after the word "required" in the first line of paragraph 3 of Clause 33 entitled "Spray-On Work" add the words "masking or".

11. On page 137, in the clause entitled "Spray-On Material", delete in its entirety paragraph No. 11 and substitute in lieu thereof the following:

"11. Cafco Mark II (hard finish) overspray shall be used to finish all Telco trusses on the ceilings of the 10th, 11th and 12th floors of Tower B".

The Port Authority elects not to require you to furnish a Performance and Payment Bond covering Sale and Work under the Fifth Supplemental Agreement.

The foregoing acceptance is based upon your indicating in the space provided below your confirmation and concurrence with the above and your reaffirmation of each and every warranty contained in the clause of the Fifth Supplemental Agreement's Form of Contract entitled "Contractor's Warranties". Such reaffirmation is applicable to any negotiations, meetings, discussions, communications, statements, representations and promises occurring through the date of such confirmation and concurrence. Such concurrence and confirmation shall be indicated by signing the enclosed copy of this letter in the space provided below and returning it, addressed to my attention.

Subject to the limitations of the clause of the Fifth Supplemental Agreement's Form of Contract entitled "Extra Orders", the Director or the Chief of the Planning and Construction Division shall have authority to order any item of Extra Materials or Extra Work under the Fifth Supplemental Agreement, if the cost thereof to the Authority together with the cost of all other Extra Materials and Extra Work previously ordered will not be in the aggregate in excess of $5,000.

889-15

Very truly yours,

THE PORT OF NEW YORK AUTHORITY

Guy F. Tozzoli, Director
World Trade Department

CONCURRED IN AND CONFIRMED:

Mario & DiBono Plastering Co., Inc.

By Louis D. Bono

Title Pres.

Date Nov. 13, 1970

Approved as to Financial Terms:

A. Gerdes Kuhbach
Director of Finance

By J. H. Houk

Date 10/20/70

Approved as to Form:

Sidney Goldstein
General Counsel

By Richard J. Abrahams
Attorney

Date Oct. 16, 1970

LXP/pr

bcc: Messrs. R. Abrahams, P. Goz, M. Levy, R. Linn, A.G. Kuhbach, R. Monti, G. Tozzoli, C.M. Wahlberg, F. Werneke